

Property Tax ID
#_____

FOREST RESOURCE
DEED OF EASEMENT/MAINTENANCE
COVENANTS AND AGREEMENT

This Forest Resource Deed of Easement/Maintenance Covenants and Agreement, made this ____ day of _____, 200____, by and between _____, ("Grantors") and the Mayor and Council of Brunswick, a body corporate and politic of the State of Maryland ("Grantee"),

Whereas, the Grantor(s) are the owners of a certain tracts of land located in Frederick County, Maryland, over and across which it is necessary to provide an area for the conservation, protection and, where applicable, the planting of trees to produce forested areas as provided for in the Frederick County Forest Resource Ordinance, (hereinafter "Forest Conservation Area"), and

Whereas, it is necessary to provide for the future protection, maintenance, and inspection of this Forest Conservation Area.

WITNESSETH that for and in consideration of the sum of Zero Dollars (\$0.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby grant and convey unto the Mayor and Council of Brunswick, its successors and assigns, the perpetual Forest Conservation Area Easement and Access Easement right of way more particularly described on **Exhibit A** which is attached hereto and incorporated herein by reference; through and across the real estate located in Brunswick, Maryland, being part of the parcel of land which was conveyed unto _____, from _____ by Deed dated _____, and being recorded among the Land Records for Frederick

County, Maryland, in Liber _____, folio _____ and by _____ by
Deed dated _____, 200 and being recorded in the Land Records for Frederick
County, Maryland, in Liber _____, folio _____.

To have and to hold said Forest Conservation Area Easement and Access Easement
right of way, together with the rights and privileges appurtenant to their proper use and
benefits, forever by the Grantee, its successors and assigns, in accordance with the terms set
forth herein, as follows:

FIRST: That the Grantee, its successors and assigns, shall at all times have a
right to enter said easement and right of way area for the purpose of inspecting and/or
maintaining, or replacing vegetation within the said Forest Conservation Area, the right of
entry to be along the easement area herein designated and along such other lines as the
Grantees may deem necessary;

SECOND: The responsibilities for the maintenance of, and the restrictions on the
activities within, the Forest Conservation Area shall be as set forth in the Maintenance
Covenant and Agreement attached hereto as "**Exhibit B**" and incorporated herein by reference
as if fully set forth;

THIRD: The Grantors further covenant and agree that the easements, rights of
way, maintenance covenants and agreements contained herein shall run with the land and shall
bind the Grantors and their heirs, executors, administrators, successors and assignees and shall
bind all present and subsequent owners of the property identified herein;

FOURTH: The Grantors covenant and agree that all parties having an interest in the
property which is subject to this Deed of Easement have executed this document and agreed to
the terms hereof; and

FIFTH: The Grantors will warrant specially said easement and right of way and
shall execute such further assurances thereof as may be requisite.

{Signature Page Follows}

GRANTOR:

Witness

By: _____(SEAL)

GRANTEE:

ATTEST:

MAYOR AND COUNCIL OF BRUNSWICK

David B. Dunn, City Administrator

By: _____
Carroll A. Jones, Mayor

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

On this ____ day of _____, 200__, before me, the undersigned officer, personally appeared _____, and that as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires: _____
Notary Public

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Carroll A. Jones, as Mayor and Council of Brunswick, Frederick County, Maryland, a body politic and corporate of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body public and corporate and is duly authorized to make this acknowledgment on its behalf.

My Commission Expires: _____
Notary Public

This instrument has been prepared by or under the supervision of the undersigned, and attorney duly admitted to practice before the Court of Appeals of Maryland.
